

REMARKS

INTERVIEW

Applicant's below-signed representative wishes to thank the Examiner for the courtesy extended to him during the Interview on October 20, 2005. As discussed during the Interview, Applicant has chosen to file an RCE with the amended claims as discussed during the Interview.

CLAIMS STATUS

Claims 1-17 had been cancelled and Claims 18-31 are currently under examination.

As discussed during the Interview, Claim 18 has been amended to recite that the frame is attached in a fixed, non adjustable position within the housing. The fact that the frame is in a non adjustable position in the housing is supported in the Specification at page 5, line 8, where it says that the frame is rigidly mounted in the housing as well as the drawings, especially, Figure 2 as well as page 1, last paragraph and page 3, last paragraph which make it clear that

the frame is fixed, in a non adjustable manner, in the housing. Thus, no new matter has been added herein.

PRIOR ART REJECTION

Claims 18-22 and 24-31 had been rejected as unpatentable over a combination of Lang and Repay while Claim 23 had been rejected as being unpatentable over a combination of Lang, Repay and Grissen.

The Examiner had recognized that Lang does not teach that the frame and mirror are wholly located in its respective housing, however, the Examiner had turned to Repay for the teachings of a mirror and frame wholly located within the housing wherein the frame is in a fixed position with respect to the housing. Specifically, the Examiner had pointed to vibration dampener 38 and pointed out that dampener 38 stabilizes the frame and mirror within the housing. The Examiner then went on to reason that, because the term "fix" means to "make firm, stable or stationary", that Repay is teaching that the frame and mirror is fixed within the housing because it has been stabilized.

Applicant agrees that the term "fix" means to make firm, stable or stationary, however, the term "fixed" means to securely place or fasten in a permanent or stationary manner. Thus, although the term "fix" includes the word "to make stable", the term "fixed" means that the item is stationary and not just stabilized. In order to emphasize the fact that the term "fixed" as used in the claim means non adjustable or stationary rather than "stable", Claim 18 has been amended herein to recite that the fixed position is a fixed, non adjustable position.

This can be contrasted against teachings in Repay where Repay is an adjustable mirror. In fact, the purpose of vibration dampener 38 is to stabilize the mirror because the mirror itself is adjustable. As taught in Repay, motor 30 and drive transmission 32 allow for adjustment of the mirror.

Thus, the combination of Repay and Lang do not result in the present Invention because if one were to substitute the lens and frame arrangement in Repay for the lens and the frame of Lang, the frame and mirror of such combination would not be in a non adjustable position with respect to the housing. As noted above, Repay specifically teaches that his mirror and frame are adjustable with respect to the housing.

Grissen has been cited to teach a mirror lens that has a snap fit within a frame. This teaching, however, does not teach the fact that the frame and mirror are both wholly located within the housing and are located in a fixed, non adjustable position within the housing. Thus, it is respectfully submitted that Grissen does not solve the problems with Lang and Repay and thus the combination of Lang, Repay and Grissen do not result in the present Invention.

Respectfully, Lang, Repay and Grissen do not alone or in combination teach or suggest the present Invention and the present Invention is patentable over each of these cited references.

#### CONCLUSION

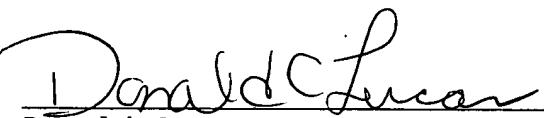
In view of the foregoing, it is respectfully submitted that the claims as presented herein are patentable over each one of the cited references taken alone or in combination and reconsideration and allowance are respectfully requested.

Should any extensions of time or fees be necessary in order to maintain this Application in pending condition, appropriate requests are hereby made and authorization is given to debit account #02-2275.

Respectfully submitted,

LUCAS & MERCANTI, LLP

By:



Donald C. Lucas

(Attorney for Applicants)  
475 Park Avenue South  
New York, New York 10016  
Tel. # (212) 661-8000

DCL/mr